

**ATTACHMENT 10**

**PACCWorld**

Provide services for the preparation for and application of chemical compounds to Federal vehicles, machinery and other equipment. These services include painting and sealant application on ships, aircraft, vehicles and other equipment or machinery surface that requires application of chemical compound, such as paint, sealant, coatings, or adhesives.

PACC WORLD	Standard Industrial Classification Code (old classification system)	North American Industry Classification System (NAICS)	Size Standards-average annual sales over 3 year period
Electrostatic Painting, Ship Painting	1721, 1799	235210	\$12,000,000
Automotive Painting and Body Work	7532	811121	\$6,000,000
Various Metal Coating	3479	332812	500 employees

Assigned Contract Specialist: Stan Harkey (816)823-1281, Lou Meredith (816)823-1297, Debbie Easton (816)926-7691, Phillip Ramirez (816) 926-1299

**B-FSS-96 ESTIMATED SALES (NOV 1997)**

The "Estimated Sales" column of the Schedule of Services shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

**SCHEDULE OF SERVICES – INSTRUCTIONS TO OFFERORS:** Offerors must provide a pricing structure such as shown below (Hourly Rate, Unit Price, Commercial Price List), that is representative of their current commercial pricing structure. Attach additional documents, catalogs, price lists, or pertinent documentation as necessary.

SCHEDULE OF SERVICES/ITEMS (Examples of pricing models listed below)							
SPECIAL ITEM NO. (SIN) & Estimated Sales	DESCRIPTION	HOURLY RATE	DAILY RATE	SQ. FT. RATE	UNIT PRICE	COMMERCIAL PRICELIST (Circle Yes or No below. ) If Yes, fill in applicable discount rate, and attach copy of pricelist	
801-001 Estimated Sales \$100,000,000	Surface Preparation					Yes / No	____% Disc
801-002 Estimated Sales \$800,000,000	Application of Chemical Compounds					Yes / No	____% Disc
801-1000 Estimated Sales: \$90,000,000	Other Direct Costs <i>NOTE: All items proposed must be directly related to the Schedule service and can only be purchased in conjunction with the Schedule service.</i>					Yes / No	____% Disc

801-004 Estimated Sales: \$90,000,000	Support Training and Consultation Services <i>NOTE: Award of this SIN is limited to only those contractors awarded a contract for services under other SINS in this attachment for which ancillary products/services are appropriate.</i>					Yes / No	_____% Disc
801-099 Estimated Sales: \$5,000,000	Introduction of New Products/Services 1. A new or improved product/service is a product/service, offered anytime, that has the potential to provide more economical or efficient means for Federal agencies to accomplish their mission. It may be a product/service existing in the commercial market, which is being developed, improved, or not yet introduced to the Federal Government. It also may perform a new task or procedure not currently available under any GSA contract. 2. The vendor must be capable of demonstrating that the product/service has the potential to provide greater economical or efficient means for Federal agencies to accomplish their mission; perform a new task or procedure not currently available under any GSA contract. 3. As determined by the Government, there are no similar items currently available under an existing Special Item Number (SIN). 4. Vendors must understand that there is no guarantee that the product offered will be recognized and accepted as a new product/service. 5. Technical review of items may be considered. The Government has sole discretion to determine whether an item shall be accepted as a new product/service.					Yes / No	_____% Disc

### **SPECIAL INSTRUCTIONS FOR PRICING SERVICES**

To support the prices proposed, the pricing proposal shall include sufficient information for each service offered to enable the Contracting Officer to perform a price analysis in accordance with FAR 15.4.

Pricing for these services must be substantiated by:

- Established commercial catalog prices (published and dated pricelists); offerors who do not use a published and dated commercial pricelist must submit cost or pricing information such as copies of contracts, invoices, agreements, internal business memorandums, quote sheets, or additional information requested by the contracting officer.
- Proposed hourly and unit pricing should include direct and indirect costs, and profit, that contribute to the proposed hourly or unit price.

**For services not on a commercial pricelist (commercial non-catalog), price adjustments are subject to Economic Price Adjustment clause I-FSS-969.** If the offeror proposes an annual escalation rate in accordance with I-FSS-969, it should only be for the five-year base period. The escalation rate for the option periods will be negotiated prior to exercise of the option(s). The offeror must provide an explanation of the methodology for any proposed price escalations, e.g., DRI forecasts (Data Resources Inc.), etc. **Price adjustments are also subject to 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multi Year and Option Contracts).**

The Government's objective is to attain nationwide coverage under resultant contracts. Overtime rates may be offered. The preferred method of purchase under this solicitation is firm fixed price. Clause G-FSS-920 outlines the ordering procedures that ordering agencies must follow when placing task orders under this contract. All support materials must be covered under the unit or hourly prices of this contract, priced separately as "other direct charges," or provided for under "teaming arrangements" through any other Federal Supply Schedule contract.

All firms submitting a proposal must complete the Commercial Sales Practices Format at the end of this Attachment , in accordance with the Commercial Sales Practice Instructions (Also See Clause 552.212-70, Preparation of Offer – Multiple Award Schedule).

Costs for travel and per diem (lodging, meals, and incidental expenses) required for on-site services at an agency will be in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, Travel Costs, and the Contractor's cost accounting system. Travel expenses are quoted at the task order level, are directly reimbursable by the ordering agency, and are in addition to the prices for services rendered under the Schedule. The contractor shall notify the ordering agency of the requirement for reimbursement of transportation and per diem expenses prior to acceptance of the task order. This notification shall include a "not to exceed" estimate of the proposed costs. No reimbursement is authorized except as specified in an ordering agency's task order.

### **Special instructions for services subject to the Service Contract Act**

Contractors shall comply with all requirements of the Service Contract Act, as specified elsewhere in this solicitation. Wage determinations shall be incorporated into resultant contracts at the time of award. It is the intent of the contracting officer to establish the contract using wage determinations for major metropolitan areas and add wage determinations for new areas as the need arises using the Modifications Clause of this contract. The contracting officer shall maintain an active file of current wage determinations for use by both contractors and customer agencies should questions arise. Prices should be provided to reflect one or more of the categories listed in the "Schedule of Services", for each proposed location.

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**Past Performance** – In order to assist the Government in assessing an offeror's past performance, each company responding to this solicitation is required to have Open Ratings, Inc., complete a Dun & Bradstreet Past Performance Evaluation Report on that firm. The request to Open Ratings must be made prior to submission of a proposal. Each offeror must submit, with its proposal, a copy of the completed past performance evaluation sent by the offeror to Open Ratings. Any charges associated with the Past Performance Evaluation Report will be paid by the offeror. This involves providing 20 references (**See Addendum to 552.212-73**). **The Government also reserves the option to contact other references that it discovers on its own.** Past performance information will be used to determine responsibility.

**PLEASE NOTE - ORDERING OFFICIAL - DEFINED:** *Use of the term “Ordering Official” in Attachment 10 of the Hardware SuperStore Solicitation refers to anyone authorized to use and place orders under GSA FSS Multiple Award Schedules, pursuant to any dollar thresholds or limitations, which may include Building Managers, Purchasing Agents, and Contract Specialists.*

**SCOPE OF WORK – PACC(WORLD)**

- SIN 801-001 - Surface Preparation – Services related to the preparation for application of chemical compounds to Federal vehicles, machinery and other equipment. These services include surface preparation for painting and sealant application on ships, aircraft, vehicles and other equipment or machinery surface that requires application of chemical compound, such as paint, sealant, coatings, or adhesives.
- SIN 801-002 - Application of Chemical Compounds – Services involving the application of chemical compounds to Federal vehicles, machinery and other equipment. These services include painting and sealant application on ships, aircraft, vehicles and other equipment or machinery surface that requires application of chemical compound, such as paint, sealant, coatings, or adhesives.
- SIN 801-1000 - Other Direct Costs – Charges in direct support of services provided under all other SINS in the PACCWorld Department. These charges could include but are not limited to costs for paints, sealants, adhesives, brushes, coating compounds, non-slip compounds, and any accessories or ancillary service needed for or utilized in performance of a specific task under this department.



*All Other Direct Costs proposed must be directly related to the Schedule service and can only be purchased in conjunction with the Schedule service.*

- SIN 801-004 - Support Training and Consultation Services – Services include but are not limited to training and/or consultation services as they pertain to preparation for and application of chemical compounds to Federal vehicles, machinery and other equipment.



*Award of this SIN (801-004) is limited to only those contractors awarded a contract for service under other SINS in this attachment for which support training and consultation are appropriate.*

- SIN 801-099 - Introduction of New Services – New services within the scope of the schedule, but most specifically covered by a numbered SIN that has the potential to provide the Government with a more economical or efficient means of meeting mission requirements.

**CONTRACTOR RESPONSIBILITIES**

- Security clearances
  - Contractor expense
  - Permits
  - Qualifications
- Key Personnel
  - Site Manager
  - Project Manager
  - Qualifications

**CONTRACTOR SPECIAL REQUIREMENTS**

- Chemicals must meet applicable EPA standards/regulations; products must be approved by ordering activity
- Obtain necessary clearances, permits, and license for applying chemicals, etc. – will be obtained by the contractor at the contractor's expense
- All chemical products used in the performance of this contract must be approved by the requisitioning activity.

**DOCUMENTATION, STANDARDS, ETC.**

- EPA Guidelines
- Standard Commercial Practices
- State, City, County codes and/or regulations
- OSHA
- Others as directed by the ordering activity as possible concerning regulatory restrictions (this can be done at the ordering level).

**Addendum to 52.212-4**

**52.216-19 ORDER LIMITATIONS (OCT 1995) (VARIATION I—AUG 1999)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/pricelist. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.
- (b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of:
- | ITEM NUMBER/SIN | MAXIMUM ORDER |
|-----------------|---------------|
| *ALL*           | *\$750,000*   |
- (c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- (d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

THE FOLLOWING CLAUSES (52.222-41, 52.222-43, AND 52.222-49) ONLY APPLY TO SERVICES SUBJECT TO THE SERVICE CONTRACT ACT.

In addition, Clauses 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.), and 52.222-47, Service Contract Act Minimum Wages and Fringe Benefits are incorporated by reference (See 52.212-5).

**52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)**

- (a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in subpart C of 29 CFR Part 4.
- (c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.
- (2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where

appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
- (vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) **Adjustment of Compensation.** If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.
- (d) **Obligation to Furnish Fringe Benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.
- (e) **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.
- (f) **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor

contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
  - (i) For each employee subject to the Act—
    - (A) Name and address and social security number;
    - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
    - (C) Daily and weekly hours worked by each employee; and
    - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
  - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
  - (iii) Any list of the predecessor Contractor's employees that had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.



- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semimonthly.
- (k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government prime Contractor under this or any other Government contract with the prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may either enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.
- (n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.
- (o) Ruling and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.
- (p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
  - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
  - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
  - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
  - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT  
(MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)**

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
  - (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
  - (2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or
  - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless the Contracting Officer extends this notification period in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records,

which the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.

- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

**52.222-49 SERVICE CONTRACT ACT—PLACE OF PERFORMANCE UNKNOWN (MAY 1989)**

- (a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: **48 contiguous states, Washington, DC, Alaska, and Hawaii.** The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing within 15 days of request.
- (b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

Wage Determination No. \_\_\_\_\_ (Pending) \_\_\_\_\_ is incorporated herein.

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)  
(ALTERNATE I—JUL 1995)**

- (a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—
  - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
  - (ii) Obtain medical treatment for those affected by the material; and
  - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

#### **52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)**

- (a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).
- (b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

#### **52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
  - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

**552.228-70 WORKERS' COMPENSATION LAWS (SEP 1999)**

The Act of June 25, 1936, 49 Stat. 1938 (40 U.S.C. 290) authorizes the constituted authority of the several States to apply their workers' compensation laws to all lands and premises owned or held by the United States.

**C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2001)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**G-FSS-920 ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)  
(MAY 2000)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering offices shall—

(1) Prepare a Request (Request for Quote or other communication tool):

- (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
- (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the prices in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other direct charges related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

- (iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
    - (iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses.
  - (2) Transmit the Request to Contractors:
    - (i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate).
    - (ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.
  - (3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)
- (b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—
  - (1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
    - (i) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
    - (ii) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.
  - (2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)



- (c) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
- (d) When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)
- (e) The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

**I-FSS-103      SCOPE OF CONTRACT—WORLDWIDE (APR 2000)**

(a) This solicitation is issued to establish contracts, which may be used on a non-mandatory basis by the agencies and activities presenting a Government Purchase Card or Purchase Orders, as a source of supply for the supplies or services described herein, for delivery within the offerors commercial delivery area. This solicitation is issued to establish contracts, which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

Definitions—*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico and Washington, DC; and to a CONUS port or consolidation point for orders received from overseas activities. *Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, and Puerto Rico.

Offerors are requested to check one of the following boxes:

☐ Contractor will provide domestic and overseas delivery. (Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

☐ Contractor will provide overseas delivery only. (Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

☐ Contractor will provide domestic delivery only.

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**CERTIFICATION OF REQUIRED INSURANCE**

(a) By authorized signature below, the offeror certifies that it has and will maintain as current at all times during the performance of this contract (to include any options that may be exercised) insurance coverage in the kinds and amounts specified below:

- (1) Workers' Compensation and Employers' Liability - \$100,000 minimum;
- (2) General Liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence;
- (3) Property damage \$50,000 per occurrence; and
- (4) (IF APPLICABLE) Automobile Liability - Shall be written on the comprehensive form of policy and provide for coverage of at least \$200,000 per person, \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(b) The General Liability policy(ies) shall name "The United States of America, acting by and through the General Services Administration," as an additional insured with respect to operations performed under this contract. Should such insurance be canceled, the Contracting Officer will be given 30 days notice prior to the effective date of cancellation.

(c) The Contractor agrees to insert the substance of this provision in all subcontracts hereunder.

(d) Specific data will be furnished by the Offeror if and when requested by the Contracting Officer.

Offeror certifies that it currently has the insurance in the nature and amount specified above as follows:

Name of Insurance Company: \_\_\_\_\_

Address of Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Insurance Agent's Name: \_\_\_\_\_

Telephone No. of Agent: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized officer or employee and date)

\_\_\_\_\_  
(Typed name and title of authorized officer or employee)

<b>End of Addendum to 52.212-4</b>
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**Addendum to 552.212-73**

**PAST PERFORMANCE EVALUATION REQUEST FORM**

*TO ORDER, COMPLETE THE ATTACHED FORMS AND FAX OR E-MAIL THEM TO:*

**OPEN RATINGS, INC.**

**FAX: (781) 742-6707**

**E-MAIL: reports@openratings.com**

**ATTN: PAST PERFORMANCE EVALUATION FULFILLMENT**

**SECTION ONE: ABOUT YOUR COMPANY**

**ENTER NAME AND CONTACT INFORMATION FOR THE COMPANY ON WHICH THE PAST PERFORMANCE EVALUATION IS TO BE PREPARED:**

\_\_\_\_\_  
(YOUR COMPANY NAME)

\_\_\_\_\_  
(DUNS NUMBER, IF KNOWN)

\_\_\_\_\_  
(YOUR COMPANY STREET ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP)

\_\_\_\_\_  
(YOUR COMPANY PHONE NUMBER)

\_\_\_\_\_  
(YOUR COMPANY FAX NUMBER)

\_\_\_\_\_  
(YOUR PERSONAL/CONTACT NAME)

\_\_\_\_\_  
(YOUR TITLE)

***If you don't know your company's DUNS number, call (800) 333-0505 or look it up online at:***

***<http://www.dnb.com/dunsno/dunsno.htm>***

## **SECTION TWO: REPORT RECIPIENTS**

**ONE COPY OF THE PAST PERFORMANCE EVALUATION REPORT WILL BE SENT TO THE INDIVIDUAL LISTED IN SECTION ONE. AN ADDITIONAL COPY WILL BE SENT TO THE AGENCY (IES) OR COMPANIES YOU SPECIFY BELOW:**

<u>GSA/Hardware SuperStore (6FEC)</u>	_____
(COMPANY NAME)	(COMPANY NAME)
<u>1500 E. Bannister</u>	_____
(COMPANY STREET ADDRESS)	(COMPANY STREET ADDRESS)
<u>Kansas City, MO 64131</u>	_____
(CITY, STATE, ZIP)	(CITY, STATE, ZIP)
<u>816-823-1281</u>	_____
(COMPANY PHONE NUMBER)	(COMPANY PHONE NUMBER)
<u>816-926-5019</u>	_____
(COMPANY FAX NUMBER)	(COMPANY FAX NUMBER)
<u>Stan Harkey</u>	_____
(CONTACT NAME/ATTENTION)	(CONTACT NAME/ATTENTION)
<u><a href="mailto:stan.harkey@gsa.gov">stan.harkey@gsa.gov</a></u>	_____
(E-MAIL ADDRESS)	(E-MAIL ADDRESS)
<b>RFP #: <u>HSS Attachment 10 (PACC World Dept.)</u></b>	<b>RFP #: _____</b>

## **SECTION THREE: PAYMENT INFORMATION**

☐ **BILL ME - SEND INVOICE TO THE ADDRESS SHOWN IN SECTION ONE**

☐ **BILL TO MY CREDIT CARD:**

☐ **AMERICAN EXPRESS**      ☐ **VISA**      ☐ **MASTERCARD**

**CARD NUMBER:** \_\_\_\_\_ **EXP. DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**I AGREE TO PAY \$125 FOR THE PREPARATION/DISTRIBUTION OF MY PAST PERFORMANCE EVALUATION, COPIES OF WHICH WILL BE PROVIDED BOTH TO MY COMPANY AND ONE RECIPIENT IDENTIFIED IN SECTION TWO ABOVE.**

**I ALSO AGREE TO PAY \$25 FOR EACH ADDITIONAL COPY THAT I HAVE REQUESTED BE DISTRIBUTED TO ADDITIONAL RECIPIENTS IDENTIFIED IN SECTION TWO.**

**QUESTIONS? CONTACT OPEN RATINGS AT (617) 232-9660**

## **SECTION FOUR: CUSTOMER REFERENCES**

**PLEASE PROVIDE INFORMATION ON 20 RECENT CUSTOMERS TO BE SURVEYED  
(COMPANIES WITH WHICH YOU HAVE DONE BUSINESS WITHIN THE PAST 1 YEAR)**

- 1. CUSTOMER NAME:** \_\_\_\_\_  
DUNS NUMBER (if known): \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
NAME OF CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
\_\_\_\_\_
- 2. CUSTOMER NAME:** \_\_\_\_\_  
DUNS NUMBER (if known): \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
NAME OF CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
\_\_\_\_\_
- 3. CUSTOMER NAME:** \_\_\_\_\_  
DUNS NUMBER (if known): \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
NAME OF CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
\_\_\_\_\_
- 4. CUSTOMER NAME:** \_\_\_\_\_  
DUNS NUMBER (if known): \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
NAME OF CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
\_\_\_\_\_

5. **CUSTOMER NAME:** \_\_\_\_\_  
DUNS NUMBER (if known): \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
NAME OF CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

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6. **CUSTOMER NAME:** \_\_\_\_\_  
DUNS NUMBER (if known): \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
NAME OF CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

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7. **CUSTOMER NAME:** \_\_\_\_\_  
DUNS NUMBER (if known): \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
NAME OF CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

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8. **CUSTOMER NAME:** \_\_\_\_\_  
DUNS NUMBER (if known): \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
NAME OF CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

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9. **CUSTOMER NAME:** \_\_\_\_\_  
DUNS NUMBER (if known): \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
NAME OF CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

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**10. CUSTOMER NAME:** \_\_\_\_\_

DUNS NUMBER (if known): \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

---

**11. CUSTOMER NAME:** \_\_\_\_\_

DUNS NUMBER (if known): \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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**12. CUSTOMER NAME:** \_\_\_\_\_

DUNS NUMBER (if known): \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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**13. CUSTOMER NAME:** \_\_\_\_\_

DUNS NUMBER (if known): \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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**14. CUSTOMER NAME:** \_\_\_\_\_

DUNS NUMBER (if known): \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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**15. CUSTOMER NAME:** \_\_\_\_\_

DUNS NUMBER (if known): \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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**16. CUSTOMER NAME:** \_\_\_\_\_

DUNS NUMBER (if known): \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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**17. CUSTOMER NAME:** \_\_\_\_\_

DUNS NUMBER (if known): \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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**18. CUSTOMER NAME:** \_\_\_\_\_

DUNS NUMBER (if known): \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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**19. CUSTOMER NAME:** \_\_\_\_\_

DUNS NUMBER (if known): \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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**20. CUSTOMER NAME:** \_\_\_\_\_  
DUNS NUMBER (if known): \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
NAME OF CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

## Commercial Sales Practices Format--Services

Name of Offeror \_\_\_\_\_

SIN(s) \_\_\_\_\_

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE), for additional information concerning your offer. Provide the following information for each SIN (or group of SINs or SubSIN for which information is the same).

- (1) Provide the dollar value of sales to the general public/state or local government at or based on market prices, cost build up or an established catalog or market price during the previous 12-month period or the offerors last fiscal year:  
\$ \_\_\_\_\_. State beginning and ending of the 12-month period. Beginning \_\_\_\_\_ Ending \_\_\_\_\_. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s). In the event sales are made only to state or local governments, identify such sales accordingly.
- (2) Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract.

SIN _____	\$ _____;
SIN _____	\$ _____;
SIN _____	\$ _____;

- (3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the prices (discounts, concessions, terms and conditions in any combination) which you offer the Government equal to or better than that offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES \_\_\_\_ NO \_\_\_\_\_. (See definition of “concession” and “discount” in 552.212-70.)
- (4) (a) Based on your written pricing policies (standard commercial sales practices in the event you do not have written pricing policies), provide information as requested for each SIN (or group of SINs for which the information is the same). The information should be provided in the chart below or in an equivalent format developed by the offeror. Rows should be added to accommodate as many customers as required.

Column 1 – Customer	Column 2 –Price* (*Disclosures should be made on a separate sheet)	Column 3 – Quantity/Volume	Column 4 – Discounts, Concessions, Terms and Conditions

(b) Identify prices offered to GSA in response to this solicitation for services using the table below:

Column 5 – Price Offered to GSA	Column 6 – Unit of Issue (e.g., per hour, per day)	Column 7 – Quantity/Volume	Column 8 – Discount, Concessions, Terms and Conditions Offered to GSA

(c) Do any deviations from your written policies or standard commercial sales practices disclosed in the chart in paragraph 4(a) ever result in better prices than indicated? YES \_\_\_\_ NO \_\_\_\_\_. If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience.

Figure 515.4-2—Instructions for Commercial Sales Practices Format

If you responded “YES” to question (3), on the COMMERCIAL SALES PRACTICES FORMAT, complete the chart in question (4)(a) for the customer(s) who receive your best price. If you responded “NO” complete the chart in question (4)(a) showing your written policies or standard sales practices for all customers or customer categories to whom you sell at a price that is equal to or better than the price(s) offered to the Government under this solicitation or with which the Offeror has a current agreement to sell at a price which equals or exceeds the price(s) offered under this solicitation. Such agreement shall be in effect on the date the offer is submitted or contain an effective date during the proposed multiple award schedule contract period. If your offer is lower than your price to other customers or customer categories, you will be aligned with the customer or category of customer that receives your best price for purposes of the Price Reduction clause at 552.238-75. The Government expects you to provide information required by the format in accordance with these instructions that is, to the best of your knowledge and belief, current, accurate, and complete as of 14 calendar days prior to its submission. You must also disclose any changes in your price list(s), discounts, prices and/or policies that occur after the offer is submitted, but before the close of negotiations. If your pricing practices vary, the variations should be explained clearly to include a description of the circumstance, frequency, and selling terms and conditions. You may limit the information reported to those services that exceed 75% of actual historical Government sales (commercial sales may be substituted if Government sales are unavailable) value of the special item number (SIN).

**Column 1—Identify the applicable customer or category of customer.** A "customer" is any entity which acquires supplies or services from the Offeror. The term customer includes, but is not limited to state and local governments, educational institutions (an elementary, junior high, or degree granting school which maintains a regular faculty and established curriculum and an organized body of students), national accounts, and end users. In any instance where the Offeror is asked to disclose information for a customer, the Offeror may disclose information by category of customer if the offeror's pricing policies or practices are the same for all customers in the category. (Use a separate line for each customer or category of customer.)

**Column 2—Identify the price.** Indicate the best price (based on your written pricing policies or standard commercial pricing practices if you do not have written pricing policies) at which you sell to the customer or category of customer identified in column 1, without regard to quantity; terms and conditions of the agreements; and whether the agreements are written or oral. If the price is a combination of various discounts (prompt payment, quantity, etc.), each type of discount should be fully identified and explained. If the price lists that are the basis of the discounts given to the customers identified in the chart are different than the price list submitted upon which your offer is based, identify the type or title and date of each price list. The contracting officer may require submission of these price lists. To expedite evaluation, offerors may provide these price lists at the time of submission. If market prices are used, provide documentation to substantiate pricing (e.g., agreements with corporate customers, internal policies, market prices, quote sheets, pricing agreements and invoices, etc.) and identify the effective period, pricing and any other terms and conditions clearly. If prices are based on cost, provide information other than certified cost or pricing data to show how the offeror arrived at the proposed price. A price certification is not required. If rates are audited by a Federal Agency, include this information in the narrative. Disclosures should be made on a separate sheet.

**Column 3—Identify the quantity or volume of sales.** Insert the minimum quantity or sales volume which the identified customer or category of customer must either purchase/order, per order or within a specified period for the best price. When purchases/orders must be placed within a specified period to get the best price, indicate the time period.

**Column 4—Indicate concessions regardless of quantity granted to the identified customer or category of customer.** Concessions are defined in solicitation clause 552.212-70, Preparation of Offers (Multiple Award Schedule). If the space provided is inadequate, the disclosure should be made on a separate sheet by reference.

If you respond “YES” to question 4 (b) in the Commercial Sales Practices Format, provide an explanation of the circumstances under which you deviate from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format and explain how often they occur. Your explanation should include a discussion of situations that lead to deviations from standard practice, an explanation of how often they occur, and the controls you employ to assure the integrity of your pricing.

If deviations from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format are so significant and/or frequent that the Contracting Officer cannot establish whether the price(s) offered is fair and reasonable, then you may be asked to provide additional information. The Contracting Officer may ask for information

to demonstrate that you have made substantial sales of the item(s) in the commercial market consistent with the information reflected on the chart on the Commercial Sales Practice Format, a description of the conditions surrounding those sales deviations, or other information that may be necessary in order for the Contracting Officer to determine whether your offered price(s) is fair and reasonable. In cases where additional information is requested, the Contracting Officer will target the request in order to limit the submission of data to that needed to establish the reasonableness of the offered price.